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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 BOARD OF TRUSTEES OF THE SHEET)	NO. C 07 3204 PJH
12 METAL WORKERS, et al.,)	
)	
13 Plaintiffs,)	DECLARATION OF BONNIE
)	MARAIA IN SUPPORT OF
14 vs.)	MOTION FOR DEFAULT
)	<u>JUDGMENT</u>
15 MTB, INC., etc.,)	
)	
16 Defendant.)	
_____)	

17
18 I, Bonnie Maraia, declare:

19 1. I am employed as a manager by BENESYS, 2610 Crow
20 Canyon Road, San Ramon, CA 94583, administrators of the SHEET METAL
21 WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA, SHEET METAL
22 WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS
23 LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN. In that capacity I am
24 custodian of and am familiar with the books and records of the
25 Trust Funds as they relate to the defendant in this case. If
26 called as witness, I could testify to all of the following facts
27 from my personal knowledge.

28 2. Attached to the Carl Sanchez Declaration and marked

1 Exhibit 1 is a true and correct copy of the collective bargaining
2 agreement executed by the defendant in this case. Defendant has
3 not denied the execution of this contract, in fact defendant has
4 paid contributions to the Trust Funds as required by the agreement.

5 3. Exhibit 1 at Addendum Number 1 to Standard Form of
6 Union Agreement, pages 9-10, requires that the contributions, in
7 order to be received in a timely fashion, be paid to the trust fund
8 by the 20th day of the month in which the contribution is due and
9 in the event contributions are not received in a timely manner
10 liquidated damages will be assessed in an amount equal of ten
11 percent (10%) of the delinquent payment. Exhibit 1 at Addendum
12 Number 1 to Standard Form of Union Agreement, Item 5. Payments to
13 Funds & Bonding, page 10, incorporates by reference the trust
14 agreements.

15 4. Attached hereto as Exhibit 2 is the Sheet Metal
16 Workers Pension Trust of Northern California Agreement and
17 Declaration of Trust and Amendments and procedures which provide
18 for liquidated damages at the rate of 20%, attorneys fees and court
19 costs in the event of suit. These provisions comply with 29 U.S.C.
20 §1132(g). Each of the other plaintiff trust funds' Agreements and
21 Declarations of Trust contain identical language.

22 5. Every month my office sends to the defendant a
23 preprinted form listing all known covered employees of the
24 defendant, and the fringe benefit contribution rates for each
25 of the funds. The defendant then completes the reporting form by
26 making corrections, deleting employees who left the company, and
27 adding the names of hired employees. The defendant then fills out
28 the mathematical portion of the report and totals up all sums due

1 for that month. This is the so-called "self reporting method."

2 6. Attached hereto and marked Exhibit 3 are
3 computations of the contributions, liquidated damages, and
4 interest owed by the defendant.

5 7. All liquidated damages have been computed using the
6 20% formula as called for in the Trust Agreement, the 1983
7 collection procedures as amended effective January 1, 1996 by
8 Appendix D.

9 8. Attached hereto as Exhibit 4 (filed as parts A, B
10 and C but collectively known as Exhibit 4) are true and correct
11 copies of the reporting forms voluntarily completed and submitted
12 to plaintiffs' administrative office by the defendant for the
13 months of December 2005, May 2006, April and June 2007. The
14 amounts of these reports match the contribution column of Exhibit
15 3.

16 9. In addition, interest has been computed on the
17 unpaid contributions at the rate of 15% from the due date of the
18 20th of the month following the month the work was done to the
19 hearing date on this motion, March 5, 2008. (For example
20 contributions for May 2006 on Employer No. 358201/666 were due on
21 June 20, 2006. Between June 20, 2006 and March 5, 2008 is 624
22 days. Interest on the contribution amount of \$3,714.00 at the rate
23 of 15% is a daily amount of \$1.53, which multiplied by 624 days
24 equals the figure of \$954.72.)

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7 10. The following summary of all sums due and owing can
8 be made:

9 Principal

10 Contributions \$9,768.62

11 Liquidated damages \$5,076.01

12 Interest \$2,280.70

13 Costs of Suit \$ 430.00

14 Attorneys Fees TO BE DETERMINED BY COURT

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16

17 I declare under penalty of perjury that the foregoing is
18 true and correct.

19 Executed on January 15, 2008 at San Ramon, California.

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21 /s/ Bonnie Maraia
22 BONNIE MARAIA

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